

**KEYS ENERGY SERVICES
CUSTOMER SERVICE POLICY
MANUAL**

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UTILITY BOARD OF THE CITY OF KEY WEST

CUSTOMER SERVICE POLICY MANUAL

INTRODUCTION

The purpose and objective of these policies is to provide a description of various elements which must be considered in establishing the Customer Service Policy for the Keys Energy Services (Utility Board of the City of Key West).

The Customer Service Policy formalizes the relationship between the customer and Keys Energy Services and must be clearly defined in order to avoid misunderstanding between the customer and the utility.

The Customer Service Policy is developed with the interest of the customer first and foremost. It is KEYS' policy to avoid unnecessary restrictions on the customer, and to foster good customer relations.

In any case not specifically covered, or if questions arise as to application of these policies, please contact the Keys Energy Services Customer Services Department prior to design and construction.

DEFINITIONS

AMPERE: Unit of electrical current. A measure of the rate of flow of electrical charge.

BOARD: The word "Board" appearing herein means the "Utility Board of the City of Key West, Florida."

KEYS: Keys Energy Services. Utility Board of the City of Key West. d/b/a Keys Energy Services.

CONNECTED LOAD: Sum of ratings of the electrical power-consuming apparatus comprising KEYS under consideration.

CONSUMER OR CUSTOMER: "Consumer," or "Customer," as used herein, means party, person, firm, corporations, or associations using electricity in any premise supplied by KEYS.

DEMAND: The electrical load at the terminals of an installation or system averaged over a specified period of time. Demand is usually expressed in kilowatts.

ENERGY: Units of electric energy consumed, expressed in kilowatt-hours (an average one-kilowatt demand imposed for one hour).

KILOWATT (kW): One-thousand (1,000) watts.

KILOWATT-HOUR (kWh): Unit of electrical energy. The use of an average of one kilowatt for one hour.

LOAD: 1) The customer's equipment requiring electrical power.
2) The quantity of electric power required by the customer's equipment, usually expressed in kilowatts or horse power.

OWNER: The word "owner," appearing herein, means the person, firm, corporation, association, occupant, or tenant having an interest, whether legal or equitable, sole or only partial, in any premises which is, or is about to be supplied with electric service by KEYS and the word "owner" means all interested parties.

POWER: Rate of doing work. Unit of electrical power is the watt.

POWER FACTOR: The ratio of real power (kW) to apparent power (kVa).

POINT OF CONNECTION: The point where the customer's wires or equipment connect with those of KEYS. This point is to be determined by KEYS. The physical point at which Keys' responsibility ends.

SERVICE: The supply of electric energy to the customer. The wire connections between KEYS' lines and the customer's wiring is a service connection, and is sometimes called "a service."

SECONDARY SERVICE: Service supplied to the customer's equipment at voltages less than 600 volts.

SERVICE DROP: The overhead or underground service conductors between a KEYS pole or facility and the point of delivery to the customer's property.

SERVICE LOCATION: The point in, or on, a premise where KEYS' overhead service drop connects to the customer's service entrance conductors. This location is designated by KEYS.

VOLTS, VOLTAGE: Unit of electrical pressure.

HOURS OF OPERATION

Keys Energy Service's Key West office hours are as follows:

| | |
|-----------|-----------------------|
| Monday | 8:00 a.m. - 5:00 p.m. |
| Tuesday | 8:00 a.m. - 5:00 p.m. |
| Wednesday | 9:00 a.m. - 5:00 p.m. |
| Thursday | 8:00 a.m. - 5:00 p.m. |
| Friday | 8:00 a.m. - 5:00 p.m. |

Please note -- on Wednesday, Keys Energy Services offices do not open until 9:00 a.m.

REQUEST FOR SERVICE: CONNECTION OR DISCONNECTION AT METER

For same day service:

From Sunshine Key to Ramrod Key -- sign up for service before 1:30 p.m.

From Summerland Key to Sugarloaf Key -- sign up for service before 2:30 p.m.

From Bay Point to Rockland Key -- sign up for service before 3:30 p.m.

All other connections/disconnections will be completed on the next business day.

Service Building Address: 1001 James Street
Key West, FL 33040
305-295-1000

Bill Pay Address: PO Box 6048
Key West, FL 33041

All Other
Correspondence Address: P.O. Box 6100
Key West, FL 33041

Website Address: www.KeysEnergy.com

USE OF SERVICE

SERVICE

Service includes all power and energy required by the customer by service agreements. Thus the maintenance by the KEYS of approximately the agreed voltages, frequency, and capacity at the point of delivery shall constitute the rendering of service, whether or not actually used by the customer.

All facilities, equipment, maintenance, and responsibilities past the point of delivery are the responsibility of the customer, with the exception of those customers entering into a specific contract with KEYS that provides otherwise.

The Customer shall not alter his facilities in such a way as to cause the customer or KEYS facilities not to be in compliance with all applicable electrical codes and KEYS policies. Such conflicts, if not corrected within a reasonable time, will constitute cause for termination of service to such customer until conflicts are corrected. The most common conflicts are:

1. Enclosing the meter in such manner as to make it difficult for KEYS' meter readers to have easy access to the meter.

2. Building swimming pools under or near service drops.
3. Adding to a building in such a way as to cause the service drop to cross over or under a roof.

KEYS has undertaken a project of relocating all electrical facilities from easements located at the rear of any property to the street when ever practical. Any relocation, upgrade, or modification to a customers' service that would require KEYS to disconnect the service wires, will be required to relocate said service to the new facility as directed by KEYS at the customer expense.

KEYS' transmission and distribution facilities are subject to Public Service Commission (PSC) jurisdiction. The PSC has adopted the 2007 edition of the National Electrical Safety Code (ANSI C-2) as its standards. In some cases, the service drops must also comply with National Electric Code (NEC) as adopted by the local City and County Government. All new and / or modified facilities, including meter centers and service drops, must comply with these standards. KEYS must review and approve any modifications or new facilities before construction. It shall be the customer's responsibility to locate/re-locate meter centers to conform with National Electrical Safety Code (NESC) standards. If you have any questions concerning NESC or PSC requirements, please contact our Customer Services Section. If you have any questions relating to the NEC, please contact the City or County Building Department.

BILLING RATE CLASSIFICATION

KEYS will classify service for purposes of identifying the appropriate rate application that best describes the customer's electric service requirements. KEYS' rate classifications for service are:

| <u>Designation</u> | <u>Description</u> |
|--------------------|--|
| SC | Small Commercial |
| LC | Large Commercial |
| R | Residential Service |
| S1 | Street Lighting |
| S2 | Government Recreational Facility Lighting |
| S3 | Private Area Lighting (Residential & Commercial) |
| A | Large Power for Churches |
| MS | Military |
| LP | Large Commercial – Primary |

The customer shall be billed based on the applicable rate schedule, including any billing adjustments that may apply, and the terms and conditions of service established by the Board.

AVAILABILITY OF SERVICE

Upon proper application, including payment of any applicable charges, KEYS will supply electric service to any customer within the City of Key West and Lower Keys up to Pigeon Key, subject to the following conditions.

OVERHEAD LINE EXTENSION

Should an extension of KEYS overhead line facilities be required to supply energy to a customer's service, the customer will be required to enter into a "Standard Electric Extension Agreement" and pay the applicable Line Extension Charge. The applicable Line Extension Charge is set forth on the schedule for Miscellaneous Charges. Upon execution of the Standard Electric Extension Agreement and payment of the Line Extension Charge KEYS will install the necessary facilities, excluding over-water construction. Line extension construction generally requires ten (10) weeks to complete from the date of payment and receipt of all necessary documents. KEYS shall impose and collect a Line Extension Charge from any customer subsequently requesting service from the line extension covered by the agreement. The Line Extension Charge shall be applied proportionally to the property-based on the total service-ability of the subject line extension. KEYS shall reimburse the customer entering into, and paying the cost of, the line extension covered by the particular Standard Electric Extension Agreement; eighty-five percent (85%) of amounts collected from the Line Extension Charge imposed on any customer subsequently receiving service from said line extension. Fifteen percent (15%) shall be maintained by KEYS to cover administrative costs; provided that the total refunds not exceed the amount paid by the customer to KEYS. No refunds will be made to a customer who is in default in the payment of any bill, or bills, for service furnished to the customer by KEYS. The Line Extension Agreement, entered into by KEYS and the Customer, shall terminate ten (10) years from the date the extension is completed. Should environmental permitting be necessary, KEYS shall be responsible for securing the permits and all costs associated with permitting shall be the responsibility of the customer. Litigation and mitigation shall be the sole responsibility of the customer.

UNDERGROUND SERVICE (SECONDARY)

KEYS does not install any underground secondary service. The customer does have the option to install an underground service to their property. Should the underground secondary require a service-riser installed on a KEYS pole, it must be pre-approved by KEYS and subject to a final inspection. The installation of meter centers and breaker panels on KEYS poles is strictly prohibited. It is the customer's responsibility to supply all the material and labor for this installation, to maintain this service after its installation, and to comply with all federal, state, local government, and utility codes. Detailed secondary riser requirements are available upon request from KEYS' Customer Services Department.

PRIMARY UNDERGROUND LINE EXTENSION

Upon request by a customer/developer and pursuant to the terms and conditions that are established by the KEYS, the customer/developer may request KEYS to install underground distribution facilities. This request applies for primary, high voltage underground line extensions, and excludes services involving underground construction, over-water construction, or underwater construction. The established charges are for typical underground line extensions and are set forth under the Miscellaneous Charges. The customer/developer shall be required to pay for any atypical or extraordinary costs associated with the request for a Primary Underground Line Extension. KEYS reserves the right to determine the circumstance that are atypical or extraordinary, which may include but not limited to permitting requirements of KEYS, larger cable size, capacitor bank switches or electrical equipment regulators.

UNDERGROUND PRIMARY CONVERSION POLICY

GENERAL REQUIREMENTS

A KEYS customer, developer, or property owner, may seek to have an existing aerial high-voltage primary electrical line that is located within the public right-of-way, converted to underground. This request must be submitted, in writing, to KEYS, with a drawing outlining the conversion area and a detailed schedule. KEYS will evaluate the request to verify whether it meets the following basic requirements:

- Three-phase distribution 13.8kV, main feeder line,
- Adequate underground clearance is available from existing underground facilities,
- Easements are obtainable,
- Facilities are located within public right-of-way,
- Minimum circuit length of one city block or approximately 800'.

The final decision on eligibility shall be solely determined by KEYS. Electrical circuits that only supply a development or parcel, are not eligible for joint KEYS/developer conversion.

All coordination and conversion of other utilities (e.g. telephone or cable T.V.) shall be the responsibility of the customer/developer of the property.

FUNDING RESPONSIBILITY

KEYS will consider participating in joint-funding if the project meets the general requirements stated above and the customer/developer or property owner is responsible for: underground costs in accordance with the current Miscellaneous Charges, and all permitting (e.g. Department of Transportation, Federal Department of Environmental Protection etc.). Additionally, at the sole discretion of KEYS, the customer, developer or property owner may be charged the demolition costs of the existing overhead line facilities.

KEYS' participation in a joint-funding project will include providing and installing high-voltage cable, cable terminations in projects with three or less padmounted transformers, riser poles, and associated hardware.

DISTRIBUTION AND SECONDARY

If a land developer desires to install an underground system in a development consisting of permanent buildings, the detailed electrical plans must be submitted to KEYS for approval.

Any expense incurred over and above what is normal and customary for a similar repair operation, or maintenance from the intended use to other electric facilities presently in existence in KEYS, shall be borne by others (developer or homeowner). This determination of excess cost shall solely be determined by KEYS.

TRANSFORMER VAULTS

KEYS will inspect all existing transformer vaults periodically and the owner is expected to initiate repairs immediately upon notification. Failure to do so will result in the owner becoming liable for damages to KEYS equipment in the vault caused by vault condition. All Transformer vaults and enclosures will be replaced with pad-mounted transformers at the discretion of KEYS or when mechanically necessary.

THREE-PHASE SERVICE

Line construction for the distribution of three-phase services will not be provided for equipment of less than 8.5 kVa, nor if the total aggregate rating of a group of three-phase equipment is less than 8.5 kVa.

KEYS has standardized the installation of three-phase service. Three-phase services must be run A, B, C, in clockwise-phase rotation, with the high leg on the right, facing the meter can. Contact KEYS' Engineering Department for more specific details.

KEYS will require a gradual starting arrangement for three-phase motors; 75 horsepower or larger.

TEMPORARY SERVICE

Temporary service refers to service required for a short-term duration, such as, exhibitions, displays, bazaars, fairs, construction work, camps, etc. It will be supplied only when KEYS has readily available capacity of line, transformers, generating, and other equipment for the service required. Before supplying temporary service, KEYS shall require the customer to provide a service deposit. KEYS may require the customer to bear the cost of installing and removing the necessary service facilities.

A temporary service to be utilized only for construction purposes may be installed on a 4" x 4" post, with the wire not less than sixteen (16) feet above ground-level at any given point. The post shall be secured in the ground or braced and guyed so that it will support the service without bending or leaning. The location of this service-pole will be determined by KEYS. A copy of KEYS approved drawing for construction of the temporary services is available upon request. All temporary services will be installed away from the building that is under construction or being renovated.

RIGHT-OF-WAY

The customer shall grant, or cause to be granted to KEYS, and without cost to KEYS, all rights, easements, permits, and privileges, which, in the opinion of KEYS, are necessary for the rendering and maintenance of service to the customer. This is to include the clearing of the right-of-way by the customer for rendering of service.

APPLICATION FOR SERVICE

APPLICATION FOR SERVICE

All customers applying for service must complete and sign a "Contract for Service" with KEYS. The following information shall be obtained from the person applying for service: Applicant's name, date of birth, drivers license, address (including street, house number or apartment number, or the name of subdivision with lot and block number), and a rent receipt/lease

agreement or proof of ownership. Any account that must be in a corporation's name must be signed for by an officer of the corporation, and a copy of the articles of incorporation must be furnished to KEYS.

Service is furnished to the customer upon acceptance of the customer's Contract for Service by KEYS. Applications are accepted by KEYS with the understanding that there is no obligation to render service if not available, or other than the character of service then available at the point of delivery. A copy of the written contract, accepted by KEYS, with the applicant's signature, will be furnished to the applicant for their records and information. Copies of the Customer Service Policy are available in the office and online at www.Keysenergy.com.

The owner or tenant of the property must sign all applications for the introduction of electric service into any premises, or for the extensions of a distribution line for the conveyance of such electric service, on forms furnished by KEYS. All applications for electric service shall remain in effect until the owner or tenant making the service deposit wishes the service to be discontinued. The customer of record is responsible for advising KEYS of any change in ownership of property and/or change in the parties responsible on the contract. Absent such notice from the customer of record, the new party utilizing the service will be deemed to have adopted and agreed to be responsible on such existing contract with KEYS provided however that such provisions shall not relieve the customer of record of responsibility for any charges incurred.. Anyone signing for service for someone else must bring a notarized letter of authorization.

All customers applying for residential service will be required to initial a "Residential Household Affidavit" located on the "Contract for Service" This affidavit affirms the tax exemption for residential use of electrical service.

PROCESS FOR OBTAINING NEW SERVICE

The following information must be provided to the Customer Services Department:

The type of account (residential, commercial, or industrial), type of service, single- or three-phase (delta or wye) and voltage, size of service (amps), size and type of conductors, type of equipment, estimated loads, meter, and point of delivery location (on drawing). For commercial accounts, information must be provided by completing a Project Review Form. The form must contain the name of the general and electrical contractors. In addition, a detailed site and electrical plan must also be submitted.

The procedure for obtaining new electrical service installations or alterations to present service installations is as follows:

A meter location form will first be completed with all the necessary information. The Engineering Department will then provide a service location.

The contractor or customer will pay the necessary service deposit, and any other fees, and sign a "Contract for Service" and a "Deposit" form, which will include the type of account, at the business office of Keys Energy Services, located at 1001 James Street, Key West, Florida or 13 Shipsway, Big Pine Key, Florida.

When the appropriate City Electrical Inspector or County Electrical Inspector has inspected and reported the inspection to KEYS dispatcher, the service will be scheduled for connection, no sooner than 24-hours after notification.

In the event that KEYS finds an electrical problem, service will not be rendered until repairs are made, and an approval is received by KEYS from either the City or County Electrical Inspector. No deviation will be made from this procedure without permission from KEYS.

SERVICE LOCATIONS

All services and meters shall be placed in a location designated by KEYS, and in no case shall any consumer or other person change, alter, or interfere with said services and meters. Meters shall remain accessible to KEYS, and therefore, shall not be enclosed by future additions by the owner. Meters shall not be installed any higher than 6' (feet) above finish grade. All electrical installations, or changes in electrical wiring or equipment, upon completion, must be inspected by the City or County Electrical Inspector (except on City, County or Federal property), Governmental agencies exempt from City or County inspections must obtain a letter or complete a KEYS form, certifying that whatever electrical work performed meets or exceeds the requirements of NEC and NESC regulations. A letter must accompany the certification from a representative of the governmental agency attesting knowledge of the certification. A KEYS representative will inspect all facilities to insure compliance prior to any connection of the electrical service and an inspection is reported to KEYS' dispatcher before rendering service. KEYS reserves the right to inspect any installation or connection of customer's generators and equipment wiring. Only KEYS personnel are authorized to have access to KEYS wiring, meters, and apparatus. Only authorized personnel can remove a seal from KEYS equipment and meters.

TERMINATION OF SERVICE

The termination of service request may be in a written manner or by telephone. The customer whose name appears on the contract is the only person who can terminate said service. Exceptions may be made if certain documents, (i.e., Death Certificate, Power Of Attorney, etc.) are provided by the appropriate person or landlord.

An existing service will be terminated and a final bill rendered to the "customer of record" when a new customer presents to KEYS, a rent receipt, lease agreement, or proof of ownership for the same service address.

PRIOR INDEBTEDNESS

KEYS may withhold service to any customer unless all prior indebtedness to KEYS at this, or other location, has been satisfied. Should KEYS determine that someone living at the new service location has an outstanding debt due KEYS, this account will be subject to collections activities (Termination of Service), unless the outstanding debt is paid.

SERVICE DEPOSIT REQUIRED

KEYS will require a service deposit for all types of service connections, including temporary service, in accordance with the deposit requirements set forth on the schedule for Miscellaneous Charges.

Residential or temporary service deposits for connect orders for customers with previous service with accounts in good standing, as determined by KEYS, may be eligible for a reduced deposit.

The commercial service deposit for existing accounts, established on or before April 30, 1993, will be equivalent to the monthly average of the previous twelve (12) months' billing, with a minimum deposit equal to the amount specified in the Miscellaneous Charges schedule. Any existing or new commercial customer establishing a new account after April 30, 1993, shall provide a service deposit equivalent to the monthly average of the previous twelve (12) months' billing x 2, with a minimum deposit equal to the amount specified in the Miscellaneous Charges schedule. This shall not apply to a transferred account.

If a customer applying for residential service receives WAGES (Work and Gain Economic-Self Sufficiency Act), effective October 1, 1996, formerly known as AFDC, known also as TANF (Temporary Assistance to Needy Families) or SSI (Supplemental Security Income), the customer will be eligible to take advantage of KEYS' reduced service deposit rate and waiver of connect charges. In order to apply for reduced service deposits and waiver of connect charges, customer must show their most recent Medicaid card, a copy of the notice of case action (approved) form from the Governmental Agency must be presented for WAGES or TANF programs, along with two other forms of identification.

All service deposits shall earn simple interest. The rate of interest will be determined by KEYS. Should a Residential Customer without a deposit become delinquent on two consecutive occasions a new deposit of \$125.00 may be required.

All customers shall be required to sign a "Deposit Form."

All commercial accounts will be reviewed by Customer Service within twelve (12) months after the account has been established to be sure a sufficient service deposit has been collected. A review may be performed periodically and requests may be made to customers for additional funds if it is determined that the initial service deposit is insufficient.

Any existing commercial account having a history of payment causing extra collection efforts, may be required to provide a service deposit equivalent to the monthly average of their previous twelve (12) months' billing x 2, with a minimum of \$150.

As a special service to property owners of rental units, KEYS can provide a fourteen-(14) day service, for cleaning purposes, without a service deposit. A connect charge will be billed when the account is established. (See miscellaneous charges tariff.)

No service deposit can be waived except by the General Manager/CEO or their designee.

TRANSFER OF SERVICE DEPOSIT

A customer moving from one location to another may have his service deposit transferred from the former address, provided bills incurred for service at the former address have been paid. If the service deposit is less than the amount required to cover service at the new address, the amount of the service deposit will be adjusted accordingly. The "customer of record" is the only person who may request a transfer of service deposit and must complete the appropriate forms. The service deposit can be transferred from the "customer of record" to whomever he/she designates, by providing KEYS with a notarized statement authorizing KEYS to do so. The customer accepting the transferred service deposit must complete the appropriate forms and agree, in writing, to pay all outstanding charges on the final bill from which the deposit is transferred.

REFUNDING OF SERVICE DEPOSIT

Upon the request for service termination, and payment of all bills charged against said service, the service deposit shall be refunded. Service deposits will first be applied to any outstanding bill owed by the customer, and the balance remaining, if any, will be refunded to the customer. Service deposits can only be refunded to the “customer of record.” All refunds will be processed within 45 days. Residential service deposits will be automatically refunded to customers of the utility having an account for 24 months with good payment history.

MISCELLANEOUS CHARGES

MISCELLANEOUS CHARGES

KEYS has established miscellaneous charges relating to deposit requirements; field visits for connection, disconnection, and reconnection of service and trouble calls; bad checks; delinquent bills; area light alteration; meter tampering; meter tests; line extensions; (overhead and underground), initial permanent service charge; contribution in aid of construction; and power sentry program. The applicable charges are set forth in the KEYS schedule of Miscellaneous Charges. A copy can be obtained from our website at www.KeysEnergy.com.

TEMPORARY DISCONNECT

Electric service can be temporarily turned off upon the customer’s request. The Field Visit Charge is applicable for temporary disconnection of service. The shutting off of the electric service, at the request of the “customer of record,” shall not in any way impair the "Contract for Service" existing between the Board and the “customer of record.”

DISCONNECTION DUE TO CUSTOMER VIOLATION

In the event that electric service is disconnected for non-payment or due to a bad check/bad electronic payment/credit card chargeback, reinstatement of service will be made only upon payment of the applicable charges, in addition to the payment of all indebtedness due to KEYS for electrical service:

- a) The applicable Field Visit Charge for service disconnected at the meter.
- b) The applicable Field Visit Charge for service disconnected at the pole.
- c) The additional charge for Customer Violation.
- d) The reconnection charges stated above shall be charged each time that the service has to be discontinued. These charges will also be applied for reconnecting service to a customer who knowingly violates service.

The applicable charges are set forth in the schedule of “Miscellaneous Charges”.

TROUBLE CALLS

The applicable Field Visit charge will apply to all trouble calls unless the cause is determined to be the responsibility of the KEYS.

AREA LIGHT ALTERATION

Should a customer request relocation or an alteration of an area light installation that would require the use of a Line Section vehicle, an Area Light Alteration Charge will be imposed for said service. The applicable charges are set forth on the KEYS schedule of "Miscellaneous Charges."

BAD CHECKS

If a check or similar instrument is received by KEYS, the check or instrument will be processed for payment as soon as possible. Should a check or similar instrument fail to clear the bank on which it is drawn, for any reason, the service in question shall be subject to immediate discontinuance. A Bad Check charge will apply for the handling of the check or instrument that has been returned from the institution on which it was drawn, regardless of the reason. Bad Check charges are specified in the schedule of "Miscellaneous Charges." Only a payment, in the form of cash, will be accepted to cover the cost of the returned check and the Bad Check charge. Once the utility has received three (3) bad checks on any account, that account will be "flagged" and future payment must be paid in cash, cashier's check, or money orders for a period of one year.

Under no circumstance will a check be accepted by KEYS if the person presenting the check states or implies that monies are not currently in the account sufficient to clear the check, nor will a post-dated check be accepted as payment for any portion of an account owed the utility.

CREDIT CARD PAYMENTS

Any credit card chargeback to KEYS will be subject to a return item fee. The electrical service shall be subject to immediate discontinuance. All credit card payments are subject to a convenience fee.

SENIOR CITIZEN'S/DISABLED AMERICAN VETERAN'S DISCOUNT

Upon proper application, residential customers that qualify as senior citizens or disabled American Veterans may be eligible for a discount for service provided under the rate schedule for Residential Service. To receive the discount, it is necessary to complete the "Application for Senior Citizen's/Disabled American Veteran's Discount." Copies of this agreement may be obtained in person or by visiting our website at www.KeysEnergy.com.

TAXES

All KEYS customers shall be liable for all applicable sales tax, whether or not collected by KEYS at the instance of a sale.

METERING AND BILLING

METER READING

The customer's meter is read monthly, as near as possible on the same date of each meter reading cycle. The electric meter is located so that it can be read and maintained with ease.

METER TAMPERING

No person shall in any way use, take, or divert electric energy, unless such persons has contracted and made payments for the privilege.

It is a violation of Florida Statute 812.14 to use or receive the direct benefit from the use of electric utility service knowing, or under such circumstances, as would induce a reasonable person to believe that such direct benefits have resulted from any tampering, altering, or injury of any connection, wire, conduit, line, transformer, or other apparatus or device owned, operated, or controlled by the Board, for the purpose of avoiding payment. Any person using or receiving the direct benefit from the use of electric service as stated above, will be subject to an administrative charge established by the miscellaneous charges tariff, in addition to an adjustment of the electric bill. Back-billing will be based on a reasonable estimate of the energy used.

METER ROOMS

Upon request, KEYS may allow the installation of meters in a separate meter room specified for such purposes. KEYS must be provided access at all times to these installations, and be provided with keys, should they be locked. KEYS will require a letter from the customer verifying that the meter room will only be utilized as a meter room. The use of the meter rooms for storage purposes will be prohibited. This requirement is to ensure the safety of KEYS meter reading and service personnel. Any storage of flammable materials is strictly prohibited.

METERS

Meters will be furnished by KEYS upon proper application, and shall remain the property of KEYS. If a meter is found to be out-of-order, or fails to register properly, the customer will be charged pro-rata at the average rate of consumption as shown by the meter when in order. All meters shall be set by KEYS, and shall not be removed or disturbed without permission of KEYS. All electric energy that passes through the meter will be charged for. The owner shall properly protect the meter from injury or from any other cause, and shall be liable for the loss or damage of the meter from any cause whatsoever.

METER IDENTIFICATION

For any installation requiring more than one meter, the meter enclosures must be permanently marked or identified as to the customers served, before KEYS will install the meters.

MASTER METERING

KEYS will not install or maintain any distribution on a customer's premises that shall be metered beyond a master meter as provided by KEYS, except as provided by special contract. Customers who are master metered are prohibited from sub metering or billing customers to profit from the resale of energy. Under no circumstances will commercial or industrial customers be sub metered from a master meter. (Example, condominium association billing commercial customers.)

METER TEST BY REQUEST

KEYS will perform an accuracy test on any meter at the customer's request. The test will be performed without charge if the meter has not been tested within twelve (12) months prior to such request. Should any customer request a meter test more frequently, KEYS may require a payment to defray the cost of testing. The applicable charges are set forth in schedule of "Miscellaneous Charges."

METER ENCLOSURES

KEYS has adopted a standard for the installation of residential and commercial meter enclosures. Approval must be obtained prior to the installation of a meter enclosure. KEYS reserves the right to reject any meter enclosure that does not conform with our meters.

BILLS

The customer's bill shows the amount due, any amount in arrears, the kilowatt (demand) for commercial accounts, the kilowatt hour consumption (amount of energy used), the rate which the customer is on, present and previous meter reading dates, name, address, account number, power cost adjustment, and any state or local taxes.

BILLING PERIOD AND DELINQUENT BILLS

Regular bills for electric service are rendered monthly. Bills are due when rendered, and become delinquent on the date specified on the bill stated as "Past Due Date". A delinquent service can be disconnected five (5) days after written notice. The service deposit can be applied toward settlement of the bill. If not paid by the time that it becomes delinquent, then an additional charge equal to five percent (5%) of the balance of such bill shall be added thereto. Partial payment of delinquent bills shall not be construed to satisfy the current obligation of the account. A delinquent bill must be paid in full to avoid being subject to discontinuance. Any legal fees incurred by KEYS, associated with the collection of delinquent bills, will be the responsibility of the customer.

In cases where electric service has been turned off for non-payment of the electric bill or any other cause, the Board reserves the right not to re-connect the service until all past due electric bills or other charges have been paid. The applicable charges are set forth in the schedule of "Miscellaneous Charges."

BUDGET BILLING

A budget billing program has been established for residential customers. The terms and conditions for the budget billing program are set forth in the schedule for Miscellaneous Charges. Residential customers who wish to participate in the budget billing program must complete the "Budget Billing Agreement." A Copy may be obtained in person or by visiting our website at www.KeysEnergy.com.

ELECTRONIC DEBIT

An electronic debit program has been established to allow customers to pay electric bills by authorizing KEYS to debit bank accounts for the amount of the bill due. Customers who wish to participate in the electronic debit program must agree to the terms and conditions of the KEYS regarding electronic debit for bill payment and must complete the "Electronic Debit Authorization" form. A Copy may be obtained in person or by visiting our website at www.KeysEnergy.com.

GENERAL POLICIES

ACCESS TO KEYS FACILITIES LOCATED ON CUSTOMER'S PROPERTY

Any authorized agent of KEYS is hereby given access, at all times, to the meter center, or other apparatus owned by KEYS, upon the premises or within the house of the property-holders for the purpose of installing, reading, examining, repairing, or replacing the meter or other apparatus owned or operated by KEYS. Such performances shall not be liable for trespassing. KEYS has been granted easements or right-of-ways to access its facilities on any private property. The property owner shall not restrict the access to KEYS equipment, and agrees to provide safe access to the equipment at all times.

OVERHEAD SERVICE DROP AND UNDERGROUND HIGH VOLTAGE EASEMENTS:

The application for electric service or receipt of service, grants, therewith to KEYS an easement on any of the applicants property for electric lines, wires, conduits, meters, poles and other equipment of KEYS necessary to render service to the customer. The customer shall not make grade changes or build permanent or portable structures (buildings, sheds, decks, swimming pools, patios, patio covers, antennas, etc.) under, over or within 10 feet measured horizontally on both sides of low voltage overhead or underground high voltage without prior written approval of KEYS.

CUSTOMER OWNED POLES

Customers who elect to install privately owned poles on their property must meet the following requirements: When the electrical service line crosses private property with vehicle access the pole must be maintained so as to have 20 feet of height clearance above grade. If the electrical service line crosses a public access road a 30 foot height clearance must be maintained.

Customers must inspect and maintain utility poles that are customer owned. The customer agrees to replace any pole on their property when notified by KEYS of any hazardous condition. As it relates to the safety of the pole and surrounding electrical lines. KEYS does not inspect nor maintain customer owned poles.

CHANGES IN CUSTOMER'S POWER REQUIREMENTS

In order to provide an adequate power supply, KEYS will, at the time of initial installation, establish the customer's power requirements. KEYS will then make sure its transformer equipment is properly sized to provide adequate power.

When the customer adds new equipment that may change their power requirements, it is the customer's responsibility to advise KEYS so they can adjust their equipment to provide the increased requirements. KEYS will not be liable for damages to the customer's equipment due to voltage problems resulting from customer additions of electrical equipment and the customer's failure to inform KEYS in writing at the time of installation of the equipment.

DISCONTINUANCE OF SERVICE BY KEYS

KEYS reserves the right to discontinue electric service when such electric service would be detrimental or dangerous to the customer or customers of KEYS, also for repairs or maintenance of utility equipment and emergencies of load distribution. Violation of any of KEYS' policies, or failure to pay charges or fees when due, or when requested by the City or County Electrical Inspectors in writing, will cause discontinuance of service by KEYS after adequate notice to the customer.

KEYS reserves the right to disconnect electric service for alterations, extensions, and repairs, and to restrict the supply of electric energy whenever it may be found necessary, and KEYS shall not be liable under any circumstances for a deficiency or failure in the supply of electrical energy, whether occasioned by disconnecting it to make repairs, or for any cause whatsoever.

VOLTAGE AVAILABILITY

| PHASES | WIRE | NOMINAL VOLTAGE |
|---------------|-------------|------------------------|
| 1 | 3 | 120/240 |
| 3 | 4 | 120/208 wye |
| 3 | 4 | 277/480 wye |
| 3 | 4 | 120/240 delta |

120/240 3-phase is not a preferred voltage and is not offered for new construction requiring new transformers. 120/240 3-phase may be required by KEYS if existing transformers at the site are this voltage.

CONTINUITY OF SERVICE

KEYS will use reasonable diligence at all times to provide continuous service at the agreed nominal voltage, and having used reasonable diligence shall not be liable to the customer for complete or partial failure or interruption of service or for fluctuations in voltage resulting from causes beyond its control, or through the ordinary negligence of its employees, servants, or agents. KEYS shall not be liable for an act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigations, shut-downs for repairs or adjustments, interference by federal, state, or municipal governments, acts of God, or other causes beyond its control, nor any damages claimed to have arisen as a result in any manner whatsoever.

The customer shall provide and maintain suitable protection devices on any and all equipment to prevent any loss, injury or damage that might result from single-phasing conditions or any other fluctuation or irregularity in the supply of energy.

INDEMNITY

KEYS cannot be held liable for any property damage, injury to persons, or legal fees resulting from electrical problems which originate on the customer's side of the point of delivery.

KEYS PROPERTY

Only KEYS personnel are authorized to have access KEYS wiring, meters, and apparatus. Only authorized personnel can remove a seal from KEYS equipment and meters.

FACILITIES RENTAL

When requested by the customer, KEYS may, at its option, provide and maintain transformers and other equipment, which is required by the customer beyond the point of delivery. The charge for this service will be given when requested.

AREA LIGHTING

Lighting of private property is available under a separate rate and contract for residential customers. If a customer desires to use this type of service to illuminate a public roadway, written permission must be obtained from the appropriate governmental authority (City, County, State) prior to completing a contract for such service from KEYS. Any residential customer requesting an area light must first obtain written approval from any surrounding customer who may be affected by the installation of the light. The customer agrees to maintain accessibility for KEYS work crews for the area light pole and light for maintenance purposes. KEYS reserves the right to alter or remove any light that has been rendered inaccessible or a nuisance. A copy of the area lighting contract is included in the section called "Forms." The applicable charges are set forth in the schedule of "Miscellaneous Charges." A copy of the Area Light Contract" available at www.Keysenergy.com.

MOTOR PROTECTION

The customer should provide protection against the loss of one or more phases on all three-phase equipment. KEYS cannot be held liable for damage to three-phase equipment due to the loss of one or more phases.

SERVICE ENTRANCE

KEYS reserves the right to determine where more than one service is necessary, due to the area involved or capacity requirement.

TREES IN POWER LINES

The customer should not allow trees, vines, shrubs, and objects to interfere with KEYS overhead conductors, service wires, poles, and meters. It is the responsibility of the customer to maintain a clearance of six feet. Under no circumstances should the customer or unauthorized personnel

attempt to remove trees, vines, or shrubs that are in the vicinity of overhead lines, but should request KEYS to do so.

It is the responsibility of any customer requesting power to provide KEYS with a clear path in which a service drop, power line or pole is to be installed.

OBSTRUCTIONS

No signs, posters, or advertisements are to be placed on or attached to KEYS property.

CO-GENERATION

Non Renewable Generating Facilities:

KEYS has adopted rules of compliance with the Federal Energy Regulatory Commission, Order No. 69, Co-generation and Small Power Production. This information may be obtained, upon request, from the Customer Services Department.

Renewable Generating Facility:

Interconnection of Customer owned renewable generators is permitted on a first come, first served basis until the time that the total generating capacity of interconnected, customer owned, renewable generators, equals or exceeds 2.5% of the KEYS aggregate customer peak demand.

To Interconnect customers must do the following:

1. Take retail from KEYS under an otherwise applicable rate schedule at their premises.
2. Own a renewable generating facility with a generating capacity that does not exceed **2 Megawatts**, which is located on the Customer's premises and that is primarily intended to offset part or all of Customer's own electric requirements.
3. Is interconnected and operates in parallel with KEYS electric distribution system.
4. Provides KEYS with an executed Standard Interconnection Agreement for Customer-Owned Renewable Generation, and is in compliance with the interconnection standards therein, and has executed Tri-Party Net Metering Power Purchase Agreement among KEYS, FMPA and the Customer for the purchase of the energy output from the Customer's renewable generating facility.

FAULTY CUSTOMER EQUIPMENT

KEYS shall not be liable for any billing adjustment due to faulty or defective equipment in operation on the customer's premises where it has been determined that the cause was not directly the responsibility of KEYS.

If any clause or portion of this manual is held to be illegal and of no effect, it shall not in any way affect or impair the remainder of this manual.

The Board reserves the right to change the rules and regulations and the rates for use of electric service from time to time, provided however, such changes shall be effected by the Board at a public meeting, and such changes shall be published forthwith thereafter in a newspaper of general circulation once a week for four (4) weeks.

This Customer Service Policy has been approved and adopted by the UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA, this 14th day of October 2009.

Lou Hernandez, Chairman
Utility Board of the
City of Key West, Florida

Lynne E. Tejada
General Manager/CEO - Secretary
Utility Board of the
City of Key West, Florida

